

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
)	
Schools and Libraries)	CC Docket No. 02-6
Universal Service Support Mechanism)	
)	
Request for Waiver by)	
Roanoke County Public Schools)	Application No. 161005853
)	

REQUEST FOR EXPEDITED WAIVER

Pursuant to sections 54.719 and 54.722 of the Commission's rules,¹ the Roanoke County (Virginia) Public Schools (Roanoke),² hereby respectfully request a waiver of sections 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), and 54.511(a) of the Commission's rules.³ The Universal Service Administrative Company (USAC) denied the above-captioned application for Schools and Libraries Universal Service (E-rate) funding for Funding Year 2016 because it determined that Roanoke violated the Commission's competitive bidding requirements by failing to use price as the primary factor when it selected the winning bid.⁴

Roanoke acknowledges that it erred in giving other factors the same value as price in its bid evaluation process. However, in spite of this error, upon completing its evaluation, Roanoke nonetheless selected the lowest-priced bid. Because the Wireline Competition Bureau (Bureau) has previously waived the price-as-primary-factor requirement when the lowest-priced bid is

¹ 47 C.F.R. § 54.719(b), (c); 47 C.F.R. § 54.722(a).

² Billed Entity Number 126572.

³ 47 C.F.R. §§ 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), 54.511(a).

⁴ See Exhibit 1, Funding Commitment Decision.

selected, Roanoke respectfully asks that the Bureau waive sections 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), and 54.511(a) and instruct USAC to disburse the funds requested in the above-captioned application consistent with this request.⁵

Roanoke also respectfully requests that the Bureau expedite its waiver in this situation. Because USAC did not deny Roanoke's application until February, Roanoke is in the position of possibly having to rebid this entire contract if the Bureau does not grant its request. It is in the public interest to expedite the waiver request, especially in light of the significant Commission precedent completely on point in this case, so that Roanoke does not have to expend additional public funds to rebid for these services. In order to avoid this outcome, Roanoke respectfully asks that the Bureau grant this request in its March or April streamlined public notice.

I. BACKGROUND

Roanoke County Public Schools serve approximately 14,000 students and have approximately 2,300 teachers and staff. Its discount rate for Funding Year 2016 was 50 percent for Internet access.⁶

In December 2015, Roanoke posted an FCC Form 470 and issued an RFP for a wide area network (WAN) and Internet access services. The RFP specified that Roanoke was looking for "high speed WAN and Internet connections to meet the instructional technology needs for our students and staff."⁷ Bids were due January 21, 2016.⁸

⁵ USAC denied two funding requests (FRNs) associated with the above-captioned application. As we explain below, Roanoke has determined that it no longer requires the funding it requested in one of those FRNs, so this request for waiver is only for the other denied FRN.

⁶ See Exhibit 1, Funding Commitment Decision.

⁷ Exhibit 2, County of Roanoke Finance Department Purchasing Division Request for Proposals #2016-211 WAN at 2 (Jan. 21, 2016) (RFP).

⁸ *Id.*

In response to its RFP, Roanoke received four bids, from Verizon, Cox, Lumos, and Cogent. A four-person evaluation committee reviewed the bids for Roanoke: chief information officer Jeffrey Terry, computer technician Michael Lawrence, systems analyst Ryan McCormack, and database administrator Greg Sutphin.⁹ After reviewing all four bids and comparing the carriers using a bid scoring matrix, the committee determined that the Lumos and Cogent proposals included only the Internet access component of the services, but not the WAN.¹⁰ The Committee awarded Cox the bid based on the scoring matrix.¹¹

Cox also was the lowest priced bidder for the WAN services and 1 Gbps of Internet access service, with a total price of \$61,279.45 as compared to \$64,775.90 per month for Verizon.¹² After determining Cox was the lowest-priced bidder for those services requested in the RFP, Roanoke sought to further negotiate the pricing for the services. During the negotiation, Roanoke was able to decrease the pricing for the WAN services by approximately \$10,000 a month – to \$46,318.16 a month.¹³ With the lower price for the WAN services,

⁹ Mr. Lawrence is now a network manager; Mr. McCormack is now manager of information technology.

¹⁰ See Exhibit 3, Bid from Lumos, and Exhibit 4, Bid from Cogent. Cogent also stated it was unable to provide fiber connections up to 10 Gbps as requested by the RFP.

¹¹ Exhibit 5, Bid Evaluation Matrices. The four reviewers each separately scored each vendor. Those scores were then added and divided by four. Cox received 91.5 points, Verizon 66.5 points, Lumos 64.5 points and Cogent, 47.25 points.

¹² See Exhibit 6, Bid from Verizon, and Exhibit 7, Bid from Cox. Verizon bid \$1,800 per location x 23 locations which equaled \$41,400 per month. It also required two 10 GB connections to the administrative offices at \$5,500 each, which equaled \$11,000 per month. As such, its total price for the WAN services was \$51,400. Adding that to \$12,375.90 for the 1 GB Internet connection resulted in a total price of \$64,775.90. See Exhibit 6. Cox's bid, by contrast, was a site-specific pricing of \$56,679.45 for all of the WAN locations. Its Internet access price for 1 Gbps was \$4,500 per month plus \$100 per month for 1 block of IP addresses. Cox's bid totaled \$61,279.45 per month. Cox also submitted a bid for lit fiber which was \$100,600 per month. See Exhibit 7.

¹³ Exhibit 8, Contractual Agreement #2016-211 WAN & Internet Services for Roanoke County Public Schools. Roanoke submitted a pre-discount amount of \$44,170.28 because the connection to the transportation department was omitted from the request.

Roanoke decided to purchase a higher-bandwidth Internet access service of 10 Gbps,¹⁴ which resulted in a total monthly non-recurring charge of \$64,313.16 per month.¹⁵ This price was still lower than what Verizon had offered for the WAN services and only 1 Gbps of Internet access.

Roanoke submitted its E-rate application to USAC on March 1, 2016. On February 2, 2017, USAC denied Roanoke's application.¹⁶ USAC stated as the reason for denial that "Documentation was not provided to demonstrate that price was the primary bid evaluation factor in selecting this service provider's proposal. The Program rules require that applicants select the most cost-effective provider, with price being the primary evaluation factor. Since you did not meet this requirement, this FRN must be denied."¹⁷ Requests for review or waiver of USAC's decision are due within 60 days under the Commission's rules,¹⁸ and, as such, this request for waiver is timely filed.¹⁹

¹⁴ Roanoke had requested a scalable Internet access service in its RFP. See Exhibit 2 at 6 (vendor must provide options for additional Internet bandwidth (up to 10 GB upload and download)). Pursuant to the RFP, Cox had submitted pricing for Internet services ranging from 1 Gbps to 10 Gbps. See Exhibit 7, Bid from Cox. Roanoke compared the pricing for the 1 Gbps service as that is what Cox and Verizon both bid.

¹⁵ See Exhibit 8.

¹⁶ See Exhibit 1.

¹⁷ *Id.* We note that this request for waiver includes only the FRN for dark fiber WAN service. The above-captioned application also included an FRN for dark fiber network hardware, FRN No. 1699008364. Roanoke does not include the network hardware FRN in this request for waiver because it no longer needs the equipment identified in that FRN. For the past year, Roanoke has been successfully using network hardware that it already owned. As such, Roanoke has decided it does not need to seek the funding originally requested in the network hardware FRN.

¹⁸ See 47 C.F.R. § 54.720(a).

¹⁹ Roanoke had initially filed an appeal with USAC on February 8, 2017 before realizing it needed to file a waiver request with the Commission. Roanoke withdrew that appeal on March 17, 2017.

II. COMMISSION PRECEDENT SUPPORTS A WAIVER OF THE PRICE-AS-PRIMARY-FACTOR RULE

USAC denied Roanoke's application on the ground that Roanoke did not use price as the primary factor when evaluating the bids it received, and thus violated the Commission's competitive bidding rules. Because Roanoke nonetheless selected the lowest-priced bidder, Commission precedent supports a waiver of the price-as-primary-factor rule. Roanoke therefore respectfully requests a waiver of that rule, along with the rules that require certification of compliance with the price-as-primary-factor rule on FCC Forms 470 and 471.

Commission rules require applicants to seek competitive bids for all services and equipment eligible for E-rate discounts.²⁰ Applicants are generally required to post an FCC Form 470 to seek competitive bids.²¹ In addition, applicants must "carefully consider all bids submitted" and thereafter must select "the most cost-effective service offering" using the price of eligible goods and services as the primary factor.²²

Roanoke's evaluation committee conducted a thorough and conscientious review of the four bids it received. Roanoke's procurement process complied fully with all applicable procurement laws in Virginia. Although it admittedly did not give price more weight in its evaluation than other factors, Roanoke's evaluation committee also did not give any other factor

²⁰ See 47 C.F.R. § 54.503(a)-(b) (2014); *see also Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 97-157 ¶ 480 (1997) (*First Universal Service Order*) (finding that "fiscal responsibility compels us to require that eligible schools and libraries seek competitive bids for all services eligible for [E-rate] discounts").

²¹ 47 C.F.R. § 54.503(c).

²² 47 C.F.R. § 54.511(a); *see also* 47 C.F.R. §§ 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix) (requiring applicants to certify on FCC Forms 470 and 471 respectively that the most cost-effective bid will be or was selected); *Request for Review of the Decision of the Universal Service Administrator by Ysleta Independent School District El Paso, Texas, et al.*, Order, FCC 03-313, 18 FCC Rcd 26407, n.138 (2003) (*Ysleta Order*).

more weight than price.²³ Roanoke's goal in the evaluation process was to select the vendor that met all criteria in the RFP and make sure that the vendor had the lowest price. In the end, Roanoke achieved this goal by selecting Cox, the provider that satisfied all of the technical specifications in the RFP for the lowest price. Furthermore, the results of the competitive bidding process would have been no different had Roanoke assigned the price category with five, 10 or more additional points. Roanoke would have received the maximum number of points for the price category because it had the lowest price for the services requested.

Because Roanoke chose the lowest-priced bidder, Commission precedent supports this request for waiver. The Bureau has granted waivers when applicants have not used price as a primary factor, as long as they selected the least expensive bidder.²⁴ Roanoke's circumstances are indistinguishable from those of the applicants identified in the *Allendale Order* as deserving of a waiver of the price-as-primary-factor rule: the lowest-priced bid was chosen, all applicable state procurement laws were followed, and there was no waste, fraud, or abuse.²⁵ There is thus no reason to treat Roanoke differently from the applicants whose requests for waiver were granted in the *Allendale Order*. Roanoke therefore respectfully asks the Bureau to grant this request for waiver, consistent with precedent.

²³ See, e.g., Exhibit 5, Bidding Matrices (indicating that the highest possible score on the evaluation committee's scoring sheet was 25 points, for (1) price, (2) ability to comply with technical specifications, and (3) overall qualifications and experience).

²⁴ See, e.g., *Request for Review of Decisions of the Universal Service Administrator by Allendale County School District et al.*; *Schools and Libraries Universal Service Support Mechanism*, CC Docket No. 02-6, Order, 26 FCC Rcd 6109, 6115-17 ¶¶ 10-12 (Wireline Comp. Bur. 2011) (*Allendale Order*) (finding that a waiver of the Commission's competitive bidding rules was in the public interest where the petitioners selected the least expensive responsive service offering).

²⁵ See *id.* at 6117 ¶ 12 ("[W]e find that the 12 appeals by the petitioners listed in Appendix B conducted a competitive bidding process that resulted in the selection of the most cost-effective service offering. Moreover, we find no evidence of any violation of state or local procurement laws. We thus believe that rejecting the petitioners' funding requests is not warranted in these circumstances." (footnote omitted)).

III. A WAIVER IS IN THE PUBLIC INTEREST

Any of the Commission's rules may be waived if good cause is shown.²⁶ The Commission may exercise its discretion to waive a rule where the particular facts make strict compliance inconsistent with the public interest.²⁷ In addition, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.²⁸

Granting the requested waiver is in the public interest. As we have explained, the Bureau has granted waivers when applicants have not used price as a primary factor, as long as they selected the least expensive bidder.²⁹ That is exactly the case here. In addition, the requested waiver would advance, rather than hinder, the effective implementation of E-rate policy.³⁰ There was no waste, fraud, or abuse in this case.³¹ Nor was there an intentional violation of Commission rules, as Roanoke's violation of the competitive bidding rules was accidental.³² Accordingly, there is no reason to withhold funding for reasons of punishment or deterrence.³³

²⁶ 47 C.F.R. § 1.3.

²⁷ *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) (Northeast Cellular).

²⁸ *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

²⁹ *See supra* p. 5.

³⁰ *See Allendale Order*, 26 FCC Rcd at 6116 ¶ 12 (finding that waiver of the competitive bidding rules supported the effective implementation of competitive bidding policy where the applicants had selected the lowest-cost bids despite not using price as the primary factor in the evaluation process, and where there was no evidence of waste, fraud, or abuse).

³¹ Roanoke did not have a bias toward any of the vendors or possible technical solutions. In fact, Verizon was the incumbent provider and Roanoke had been happy with its services.

³² The point assignments were developed by the county procurement office consistent with their practice for other bids.

³³ The total amount of E-rate funding requested in Roanoke's FRN for dark fiber WAN and Internet access services was approximately \$265,000. *See* Exhibit 1, Funding Commitment Decision.

At the same time, denying funding to Roanoke would adversely affect approximately 14,000 students and 2,300 teachers and staff. It is contrary to the public interest to deny E-rate funding for these schools when other school districts have received waivers under the same circumstances.

Roanoke also respectfully requests that the Bureau expedite its waiver in this situation. Because USAC did not deny Roanoke's application until February 2017, Roanoke is in the position of possibly having to rebid this entire contract if the Bureau does not grant its request. As the Bureau is aware, the application window for Funding Year 2017 closes on May 11, 2017, so Roanoke would need to issue its RFP in early April. It is in the public interest to expedite the waiver request, especially in light of the significant Commission precedent completely on point in this case, so that Roanoke does not have to expend additional public funds to rebid for these services. In order to avoid this outcome, Roanoke respectfully asks that the Bureau grant this request in its March or April streamlined public notice.

IV. CONCLUSION

For the foregoing reasons, the Bureau should grant – as expeditiously as possible – Roanoke’s request for waiver of sections 54.503(c)(2)(ii)(B), 54.504(a)(1)(ix), and 54.511(a) of the Commission’s rules. A waiver is supported by Commission precedent and would be in the public interest.

Respectfully submitted,

/s/ Gina Spade

Gina Spade
Broadband Legal Services
1629 K Street, NW Suite 300
Washington, DC 20006
DC Bar # 452207
gina@broadbandlegal.com
202-907-6252

March 17, 2017

CERTIFICATE OF SERVICE

This is to certify that on this 17th day of March, 2017, a true and correct copy of the foregoing Request for Waiver was sent via email to:

Schools and Libraries Division, Universal Service Administrative Company,
Appeals@sl.universalservice.org

/s/ Theresa Schrader

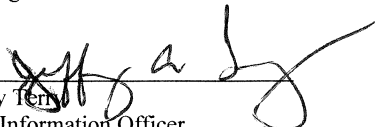
Attachments

	Affidavit of Jeffrey Terry
Exhibit 1	Funding Commitment Decision
Exhibit 2	County of Roanoke Finance Department Purchasing Division Request for Proposals #2016-211
Exhibit 3	Bid from Lumos
Exhibit 4	Bid from Cogent
Exhibit 5	Bid Evaluation Matrices
Exhibit 6	Bid from Verizon
Exhibit 7	Bid from Cox
Exhibit 8	Contractual Agreement #2016-211 WAN & Internet Services for Roanoke County Public Schools

Affidavit of Jeffrey Terry

I, Jeffrey Terry, swear:

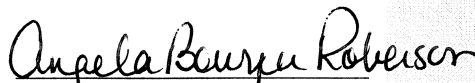
1. That I am the chief information officer for the Roanoke County Public Schools. I have been in that position since August 28, 2014. .
2. That I have read the foregoing request for waiver and avow the information stated therein is true and correct to the best of my knowledge and belief.



Jeffrey Terry
Chief Information Officer
Roanoke County Public Schools
5937 Cove Road
Roanoke, VA 24019

Subscribed and sworn to before me this 17 day of March, 2017.

[Seal]



Angela Bourque Roberson
Notary Public
7549887 Exp. 11-30-17

Exhibit 1
Funding Commitment Decision

Records / Funding Requests

WAN Services Dark Fiber - 1699008371 [Follow](#)**Funding Request Details**

FRN	1699008371	Service Type	Data Transmission and/or Internet Access
Nickname	WAN Services Dark Fiber	Service Provider	Cox Virginia Telcom, LLC (SPIN: 143000013)
FCC Form 471	#161005853	Service Start Date	7/1/2016
Applicant	ROANOKE COUNTY SCHOOL DISTRICT (BEN: 126572)	Contract Expiration Date	6/30/2021
		Status	Denied

Narrative

This is a request for funding on leased dark fiber lines from an existing vendor.

FRN Calculation

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$44,170.28	Total Eligible Pre-Discount Recurring Charges	\$530,043.36
Total Monthly Ineligible Charges	- \$0.00	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Monthly Eligible Charges	= \$44,170.28	Total Pre-Discount Charges	= \$530,043.36
Total Number of Months of Service	x 12	Discount Rate	50%
Total Eligible Pre-Discount Recurring Charges	= \$530,043.36	Funding Commitment Request	= \$265,021.68
One-Time Charges			
Total One-Time Charges	\$0.00		
Total Ineligible One-Time Charges	- \$0.00		
Total Eligible Pre-Discount One-Time Charges	= \$0.00		

Invoicing Status

Ready for Invoicing? No

Records / Funding Requests

WAN Services Dark Fiber - 1699008371 [Follow](#)**Relevant Dates & Deadlines****FCDL Date**

2/2/2017

Last Date to Receive Recurring Services

6/30/2016

Last Date to Receive Non-Recurring Services

9/30/2017

FCC Form 486 Deadline

6/2/2017

Last Date to Invoice Recurring Services

10/28/2016

Last Date to Invoice Non-Recurring Services

1/28/2018

FCDL Comments

No.	Comment
-----	---------

DR1	Documentation was not provided to demonstrate that price was the primary bid evaluation factor in selecting this service provider's proposal. The Program rules require that applicants select the most cost-effective provider, with price being the primary evaluation factor. Since you did not meet this requirement, this FRN must be denied.
-----	--

Exhibit 2

**County of Roanoke Finance Department
Purchasing Division Request for Proposals #2016-211**



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Kate Russell
Buyer

P.O. Box 29800
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
Phone: (540) 283-8149
krussell@roanokecountyva.gov

REQUEST FOR PROPOSALS

#2016-211 WAN

WAN and Internet Services

for

Roanoke County Public Schools

One (1) Unbound Original, three (3) Bound Complete Copies and One (1)
Electronic Copy of Sealed Proposals Due

January 21, 2016
3:00 PM
(Local Prevailing Time)

RFP #WAN AND INTERNET SERVICES FOR RCPS

GENERAL INFORMATION

Roanoke County, on behalf of Roanoke County Public Schools, is seeking proposals from qualified vendors to provide the district Wide Area Network (WAN) and high speed Internet connection. It is the intention of Roanoke County to award a three (3) year contract with the option of two (2) one (1) year renewals.

One unbound original, three (3) bound complete copies and one electronic copy (CD/DVD/USB) of the proposals, in a sealed envelope/package, will be received at and until **January 21, 2016, at 3:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2016-211 WAN & Internet Services**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Kate Russell, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
krussell@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

SCOPE OF WORK

Roanoke County Public Schools is seeking proposals for the district Wide Area Network (WAN) and high speed Internet connection. We are requesting high speed WAN and Internet

connections to meet the instructional technology needs for our students and staff.

The WAN proposals must consist of fiber installations capable of scaling to a 10 GB connection for each requested building. Network fault tolerance must be included in proposal. The Internet proposal must also consist of a fiber installation.

Our current Wide Area Network topology offers a 100 MB fiber connection to elementary school locations, and 1 GB fiber connection to each secondary location and our disaster recovery location. All schools are connected to our central office location.

Due to software and building security needs, all fiber WAN installations must allow for school sites to be on the same overall network. We currently have a 10 GB fiber connection from a carrier central office to RCPS Central Offices for all schools to connect on a single network. Each building has a carrier VLAN assigned to isolated network traffic. The current Internet fiber offerings are provided by 2 separate carriers using BGP for load balancing and network redundancy. Each fiber Internet circuit is a 1 GB connection with full 1 GB uploads and 1 GB download opportunities.

Our current instructional technology programs create a maximum need for Internet bandwidth consumption.

All successful offerors must have a 365 24x7 Network Operations Center (NOC) with skilled technicians to understand and assist in correcting network attacks (ex. DDOS). WAN solutions with dark fiber topology will also be considered.

Repairs of fiber installations will be the responsibility of the successful vendor.

Roanoke County Public Schools requires that all proposers must be fully e-rate compliant. RCPS currently files a BEAR form for all e-rate reimbursements.

Vendor is responsible for terminating all fiber WAN and Internet installations in the requested school locations.

Roanoke County Public Schools also has a very developed data network with IP Telephony, video distance learning, 1:1 student laptop program in secondary schools, and over 13000 network devices. For this reason, the successful vendor must be completely quality of service (QOS) compliant throughout the provided network.

All RCPS locations have Cisco routers and Cisco network switches. Network options for WAN and Internet connections will be listed below. All WAN locations and Fiber Internet service shall be terminated at the RCPS Central Office location.

Proposers should be aware that RCPS also has a Disaster Recovery location for the district at Masons Cove Elementary School.

Proposers must also be aware that RCPS has PRI services located at Cave Spring Middle School for redundancy in IP Telephony system.

The county/schools retain the right to purchase additional services and add or remove

locations as needed. As technology changes, RCPS also reserves the right to add, upgrade or remove services as needed.

Proposed locations include the following:

High Schools	Address
Burton Center for Arts & Technology	1760 Blvd., Salem 24153
Cave Spring	3712 Chaparral Drive, Roanoke 24018
Glenvar	4549 Malus Drive, Salem 24153
Hidden Valley	5000 Titan Trail Dr, Roanoke 24018
Northside	6758 Northside High Sch. Rd, Roanoke 24019
William Byrd	2902 Washington Ave., Vinton 24179
Middle Schools	Address
Cave Spring	4880 Brambleton Ave., Roanoke 24018
Hidden Valley	4902 Hidden Valley Sch Rd. ,Roanoke 24018
Elementary Sch.	Address
Back Creek	7130 Bent Mountain Road, Roanoke 24018
Bonsack	5437 Crumpacker Dr, Roanoke 24019
Burlington	6533 Peters Creek Road, Roanoke 24019
Cave Spring	5404 Springlawn Ave. , Roanoke 24018
Clearbrook	5205 Franklin Road, , Roanoke 24014
Fort Lewis	3115 West Main St., Salem 24153
Green Valley	3838 Overdale Road, , Roanoke 24018
Herman L. Horn	1002 Ruddell Road, Vinton 24179
Masons Cove	3370 Bradshaw Road, Salem 24153
Mount Pleasant	3216 Mount Pleasant Blvd., Roanoke 24014
Mountain View	5901 Plantation Cr., Roanoke 24019
Oak Grove	5005 Grandin Road Ext., Roanoke 24018
Penn Forest	6328 Merriman Road, , Roanoke 24018
W.E.Cundiff	1200 Hardy Road, Vinton 24179
Other	Address
RCPS Administration	5937 Cove Rd., Roanoke 24019
RCPS Transportation	701 South Market St., Salem 24153

SPECIFICATIONS

All pricing must be submitted via the price form included in this RFP document (page 20). The following specifications are provided for your review and consideration:

- A. Lit Fiber WAN options:

1. Lit fiber options to be terminated at all network locations with multi strand fiber and allow for maximum bandwidth of 10 GB. RCPS will provide Cisco networking equipment for fiber connections at RCPS Central Offices and school locations. Bandwidth anticipation will be 10 GB. Vendor is responsible for all Lit fiber line repairs.
2. All secondary locations and disaster recovery location (9 total lines) currently have a 1 GB fiber connection to RCPS central offices.
3. All elementary locations (13 total lines) currently have a minimum 100 mb connection to RCPS central offices.
4. Please specify speed if greater than 1 GB is proposed.
5. All WAN locations to be terminated at RCPS central office location with ample bandwidth for all sites (currently 10 GB) connection.
6. All lit fiber options will allow for network growth potential. RCPS has increased network bandwidth 10 fold during the last 2 (3 year) contract periods.
7. Vendor must have a 365 24X7 Network Operations Center for support and repair.
8. Vendor must state repair time of fiber offering (SLA).
9. Vendor must supply a fault tolerant network.
10. Vendor must have ample qualified/certified technicians for support and repair.
11. Vendor must supply pricing for a 3 year (36 months) term.
12. Fiber proposals must include all telco hardware. Vendor must supply installation, configuration and support for all telco hardware.
13. All fiber installation charges must be included in proposal.
14. Any permits or right-of-ways are the responsibility of the vendor.
15. All fiber and related telco equipment must be supported by the vendor for the duration of the contracted period.
16. Vendor must provide speed tests on WAN circuits to verify offered WAN connections.
17. Monthly pricing must include all charges and fees.
18. Vendor must participate in the federal e-rate program and be fully e-rate compliant.
19. Vendor will monitor lit-fiber WAN connections and notify RCPS of WAN outages or degraded service.
20. Vendor must protect users of RCPS by providing network security for the offered fiber connections.
21. Vendor WAN options must be fully compatible with RCPS provided Cisco equipment.
22. WAN network must be operational by July 1st, 2016 (building security and IP telephony requirements).
23. Vendor must list the approximate number of miles and provide a map for fiber footprint in the local area.
24. If fiber is shared with other vendor fiber, offeror must list the fiber partners included in the design and implementation.

B. Dark Fiber options

1. Dark fiber options to be terminated at all network locations with multi strand fiber and RCPS Central Offices and allow for maximum bandwidth. RCPS

- will provide Cisco networking equipment for fiber connections at RCPS Central Offices and school locations. Bandwidth anticipation will be 10 GB. Vendor is responsible for all Dark Fiber line repairs.
2. Vendor must have a 365 24X7 Network Operations Center for support and repair.
 3. Vendor must state repair time of fiber offering (SLA).
 4. Vendor must supply a fault tolerant network.
 5. Vendor must have ample qualified/certified technicians for support and repair.
 6. Vendor must supply pricing for a 3 year (36 months) term.
 7. RCPS WAN Cisco hardware is capable of 10 GB connectivity. All Cisco WAN hardware will be supplied.
 8. All fiber installation charges must be included in proposal.
 9. Any permits or right-of-ways are the responsibility of the vendor.
 10. All fiber must be supported by the vendor for the duration of the contracted period.
 11. Vendor must provide speed tests on WAN circuits to verify offered WAN connections.
 12. Monthly pricing must include all charges and fees.
 13. Vendor must participate in the federal erate program and be fully erate compliant.
 14. Vendor will monitor dark fiber WAN connections and notify RCPS of WAN outages or degraded service.
 15. Dark fiber offerings must allow for maximum bandwidth.
 16. Vendor dark fiber options must be fully compatible with RCPS provided Cisco equipment.
 17. WAN network must be operational by July 1st, 2016 (building security and IP telephony requirements).
 18. Vendor must list the approximate number of miles and provide a map for fiber footprint in the local area.
 19. If fiber is shared with other vendor fiber, offeror must list the fiber partners included in the design and implementation.

C. Internet options

1. Vendor must supply a minimum of 1 GB Internet fiber connection at RCPS Central Offices. Internet connection must allow for 1 GB upload and 1 GB download speeds.
2. Vendor must provide options for additional Internet bandwidth (up to 10 GB upload and download).
3. Vendor must provide all telco equipment for Internet connection.
4. Vendor must have a 365 24X7 Network Operations Center for support and repair.
5. Vendor must supply a fault tolerant network.
6. Vendor must have ample qualified/certified technicians for support and repair.
7. Vendor must supply pricing for a 3 year (36 months) term.
8. Vendor Internet options must be fully compatible with RCPS provided Cisco equipment.
9. Vendor must supply installation, configuration and support for all telco hardware.
10. All fiber installation charges must be included in proposal.

11. Any permits or right-of-ways are the responsibility of the vendor.
12. All fiber and related telco equipment must be supported by the vendor for the duration of the contracted period.
13. Vendor must provide speed tests on Internet circuits to verify offered Internet connections.
14. Vendor must supply a class "C" block of IP addresses for Internet circuit.
15. Vendor must comply with RCPS BGP topology for redundant Internet service.
16. Monthly pricing must include all charges and fees.
17. Vendor must participate in the federal erate program and be fully erate compliant.
18. Vendor will monitor Internet connections and notify RCPS of Internet outages or degraded service.
19. Vendor must protect users of RCPS by providing network security for the offered fiber connections.

TECHNICAL SPECIFICATIONS:

ITEM	COMMENT	YES	NO
Fully E-Rate compliant			
Ability to provide fiber connections of up to 10 GB bandwidth			
Provide fiber installation to all RCPS locations to create a unified division network			
Ability to provide a dark fiber network for all RCPS locations			
Network Operations Center providing 365 24x7 service			
Provide fiber coverage map with footprint of the local area. Fiber shall be primarily owned and operated by Offeror.			
Provide an Internet connection of a minimum 1 GB upload and download connection. Scalable up to 10 GB upload and download connection.			
Ability to monitor fiber connections/Internet and notify RCPS personnel of outages or degraded service..			

*The above chart will become part of the basis of award.

REFERENCES

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references

on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

EVALUATION CRITERIA

Respondents are encouraged to submit proposals that the respondent feels best meets the needs for Roanoke County Public Schools. The County/Schools will make the final determination of the proposal that best meets the needs of Roanoke County Public Schools. The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- A. Overall quality of proposal submitted
- B. Ability to comply with Technical Specifications
- C. Overall qualifications and experience of the firm and any subcontractors, including experience in providing these services
- D. References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- E. Proposed cost of services.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure

to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.

- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD

Effective March 14, 2011, the Purchasing Division of Finance, in conjunction with the County of Roanoke, has a new and improved website. With this new website, Purchasing has gained a new bid module which will provide more information and faster downloads for the vendors interested in doing business with the County. There is a new advanced Email/Text Message notification system allowing vendors to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. The current Vendor Registration to receive notices of bids and proposals will soon be phased out completely. All vendors interested in receiving these automatic electronic notifications will need to sign up in the new '**Notify Me**' and it is their responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. The address for this new website is www.RoanokeCountyVA.gov/purchasing.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, bulletin board, published in the local newspaper, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

Questions should be directed to:

Kate Russell, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
krussell@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days

following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

EVALUATION CRITERIA

Several factors, in addition to costs, will be taken into account when evaluating proposals.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the*

public or to competitors.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. *Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time

during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offer or and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude (§22.1-296.1 (C)).

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public

disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2016-211 WAN AND INTERNET SERVICES FOR RCPS

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).

SIGNATURE SHEET
RFP #2106-211 WAN AND INTERNET SERVICES FOR RCPS

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO
AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

PRICE FORM
RFP #2106-211 WAN AND INTERNET SERVICES FOR RCPS

1. WAN Pricing (Lit Fiber)

VENDOR CERTIFIES THAT BY SUBMISSION OF THIS PROPOSAL, VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.
 WAN fiber line charge (3 year term) per line/per month

- | | | |
|----|--|-------|
| 1. | 1 GB WAN (per location/per month) | _____ |
| 2. | Greater than 1 GB WAN (per location/per month) | _____ |
| 3. | 10 GB WAN (per location/per month) | _____ |

One-time installation Charges (if any) _____

#2 Dark Fiber Pricing

Dark fiber line charge (3 year term) per line/per month

High Schools	Address	Cost (per month)	One Time Installation
Burton Center for Arts & Technology	1760 Blvd., Salem 24153		
Cave Spring	3712 Chaparral Drive, Roanoke 24018		
Glenvar	4549 Malus Drive, Salem 24153		
Hidden Valley	5000 Titan Trail Dr, Roanoke 24018		
Northside	6758 Northside High Sch. Rd, Roanoke 24019		
William Byrd	2902 Washington Ave., Vinton 24179		
Middle Schools	Address	Cost (per month)	One Time Installation
Cave Spring	4880 Brambleton Ave., Roanoke 24018		
Hidden Valley	4902 Hidden Valley Sch Rd, ,Roanoke 24018		
Elementary Sch.	Address	Cost (per month)	One Time Installation
Back Creek	7130 Bent Mountain Road, Roanoke 24018		
Bonsack	5437 Crumpacker Dr, Roanoke 24019		

Burlington	6533 Peters Creek Road, Roanoke 24019		
Cave Spring	5404 Springlawn Ave. , Roanoke 24018		
Clearbrook	5205 Franklin Road, , Roanoke 24014		
Fort Lewis	3115 West Main St., Salem 24153		
Green Valley	3838 Overdale Road, , Roanoke 24018		
Herman L. Horn	1002 Ruddell Road, Vinton 24179		
Masons Cove	3370 Bradshaw Road, Salem 24153		
Mount Pleasant	3216 Mount Pleasant Blvd., Roanoke 24014		
Mountain View	5901 Plantation Cr., Roanoke 24019		
Oak Grove	5005 Grandin Road Ext., Roanoke 24018		
Penn Forest	6328 Merriman Road, , Roanoke 24018		
W.E.Cundiff	1200 Hardy Road, Vinton 24179		
Other	Address	Cost (per month)	One Time Installation
RCPS Administration	5937 Cove Rd., Roanoke 24019		
RCPS Transportation	701 South Market St., Salem 24153		

Total Monthly Dark Fiber Charges anticipated 10 GB (all locations) _____

#3 Internet Pricing

Total Internet Service charges (1 GB or greater) _____

Total Internet Service charges (10 GB) _____

Internet Service charges (Class "C" IP address block) _____

REFERENCE FORM
RFP #2016-211 WAN AND INTERNET SERVICES FOR RCPS

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Exhibit 3
Bid from Lumos

SPECIFICATIONS

All pricing must be submitted via the price form included in this RFP document (page 20). The following specifications are provided for your review and consideration :

A. Lit Fiber WAN options:

LUMOS Response: Lumos will be bidding only Internet Bandwidth Option only.

1. Lit fiber options to be terminated at all network locations with multi strand fiber and allow for maximum bandwidth of 10 GB. RCPS will provide Cisco networking equipment for fiber connections at RCPS Central Offices and school locations. Bandwidth anticipation will be 10 GB. Vendor is responsible for all Lit fiber line repairs.
2. All secondary locations and disaster recovery location (9 total lines) currently have a 1 GB fiber connection to RCPS central offices.
3. All elementary locations (13 total lines) currently have a minimum 100 mb connection to RCPS central offices.
4. Please specify speed if greater than 1 GB is proposed.
5. All WAN locations to be terminated at RCPS central office location with ample bandwidth for all sites (currently 10 GB) connection.
6. All lit fiber options will allow for network growth potential. RCPS has increased network bandwidth 10 fold during the last 2 (3 year) contract periods.
7. Vendor must have a 365 24X7 Network Operations Center for support and repair.
8. Vendor must state repair time of fiber offering (SLA).
9. Vendor must supply a fault tolerant network.
10. Vendor must have ample qualified/certified technicians for support and repair.
11. Vendor must supply pricing for a 3 year (36 months) term.
12. Fiber proposals must include all telco hardware. Vendor must supply installation, configuration and support for all telco hardware.
13. All fiber installation charges must be included in proposal.
14. Any permits or right-of-ways are the responsibility of the vendor.
15. All fiber and related telco equipment must be supported by the vendor for the duration of the contracted period.
16. Vendor must provide speed tests on WAN circuits to verify offered WAN connections.
17. Monthly pricing must include all charges and fees.
18. Vendor must participate in the federal e-rate program and be fully e-rate compliant.
19. Vendor will monitor lit-fiber WAN connections and notify RCPS of WAN outages or degraded service.
20. Vendor must protect users of RCPS by providing network security for the offered fiber connections.
21. Vendor WAN options must be fully compatible with RCPS provided Cisco equipment.
22. WAN network must be operational by July 1st, 2016 (building security and IP telephony requirements).
23. Vendor must list the approximate number of miles and provide a map for fiber footprint in the local area.
24. If fiber is shared with other vendor fiber, offerer must list the fiber partners included in the design and implementation.

Exhibit 4
Bid from Cogent

19. Vendor must protect users of RCPS by providing network security for the offered fiber connections.

Clarification. Cogent does not provide a network security product. However, Cogent does implement security measures on our network backbone in order to protect customers. Below is a description of our basic network security policies.

To prevent malicious attacks that affect customer networks, Cogent Customer Support engineers work with customers in real time to block traffic originating from affected IP addresses. In addition to this manual procedure, Cogent has implemented an automated Black Hole server specifically to deal with Distributed DoS attacks (DDoS) where multiple IP addresses need to be black-holed concurrently.

TECHNICAL SPECIFICATIONS:

ITEM	COMMENT	YES	NO
Fully E-Rate compliant		X	
Ability to provide fiber connections of up to 10 GB bandwidth	A 10GE connection is dependent on the sourcing of fiber from our regional LEC/CLECs. Currently, we are only able to provide pricing for a full 1 GE circuit.	X	
Provide fiber installation to all RCPS locations to create a unified division network	Cogent is not bidding on WAN services.		X
Ability to provide a dark fiber network for all RCPS locations	Cogent is not bidding on providing a Dark Fiber network.		X
Network Operations Center providing 365 24x7 service		X	

Provide fiber coverage map with footprint of the local area. Fiber shall be primarily owned and operated by Offeror.		X	
Provide an Internet connection of a minimum 1 GB upload and download connection. Scalable up to 10 GB upload and download connection.	A 10GE connection is dependent on the sourcing of fiber from our regional LEC/CLECs. Currently, we are only able to provide pricing for a full 1 GE circuit.	X	
Ability to monitor fiber connections/Internet and notify RCPS personnel of outages or degraded service.		X	

The above chart will become part of the basis of award.

REFERENCES

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

Cogent acknowledges and complies.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to

Cogent acknowledges and complies.

Service Quote

Dedicated Internet Access (DIA)



For Customer:

County of Roanoke

To: Kate Russell
Buyer
Phone: (540) 283-8149
Email: krussell@roanokecountyva.gov

From: Timothy Regala
Regional Account Manager
Phone: (206) 420-5708
Email: tregala@cogentco.com

Cogent Communications

Date: January 19, 2016
Form 470# RFP 2016-211
Expiration Date: February 18, 2016
BEAR FORM 472: 143025258 (SPIN)
Cogent Bill USAC: 143035907 (SPIN)

Service Location				DIA Service			Extended Pre-Discount Costs				
Address	City	State	ZIP	Port	Bandwidth CDR (Mbps)	Billing Model	Service Term (months)	Eligible Monthly Charge	Ineligible Monthly Charge	Eligible NRC Install	Ineligible NRC Install
5937 Cove Road , NW	Roanoke	VA	24019	GigE	1,000	Flat rate	36	\$ 5,325.00	0.00	\$ 1,000.00	0.00

Information provided herein is confidential and intended solely for Customer's use. It shall not be disclosed to any third parties. Prices quoted herein are (i) valid until the Expiration Date set forth above (or, if no Expiration Date is indicated, until 30 days after the Quote Date), (ii) subject to service availability, and (iii) exclusive of taxes or surcharges.
NRC stands for Non-Recurring Charges and MRC for Monthly Recurring Charges.

Total Charges	Eligible Monthly Charge	Ineligible Monthly Charge	Eligible NRC Install	Ineligible NRC Install
	\$ 5,325.00	0.00	\$ 1,000.00	0.00

Special Notes and Instructions

"Cogent has not bundled any ineligible services such as email service, web hosting, content filtering other services in its Internet Access quote. Cogent does not offer any services that are currently listed as ineligible for funding under the USAC E-Rate program."

Features

Non-Oversubscribed
Fully Symmetrical
Ethernet Handoff (electrical/optical)
IPv4 Addresses Included
IPv6 Ready

Service Level Agreement (SLA)

Network Availability 100%
Installation Guarantee
On-Net: 17 business days
Off-Net/Type 2: 90 business days
Click [here](#) to view Cogent's SLA

Customer Support

24 x 7 x 365 Support
Hotline & Email
eCogent Online Portal
Phones answered immediately by trained support technicians
15 minute outage notification guarantee

About Cogent

Cogent Communications Group, Inc. (NASDAQ: CCOI) is a multinational, Tier 1 facilities-based ISP, consistently ranked as one of the top five networks in the world. Cogent specializes in providing businesses with high speed Internet access, Ethernet transport and colocation services. Cogent built one of the largest and highest capacity IP networks in existence. This network enables Cogent to offer large bandwidth connections at highly competitive prices.



Corporate Headquarters
2450 N St NW
Washington, DC 20037

1-877-875-4432
www.cogentco.com
sales@cogentco.com

Exhibit 5
Bid Evaluation Matrices

Cox

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL		20	Provides All Needed Information
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS		25	Gave Options For All Requested Services
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS		16	
REFERENCES		5	Good References
COST		24	

Name: Jeffrey A Tracy Date: 1-28-16 Vendor: Cox

JAT a S

TOTAL 90

Verizon

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL		15	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS		15	No Dark Fiber And Only 1 GB Internet
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS		16	
REFERENCES		0	DID NOT PROVIDE REFERENCES
COST		20	

Name: Jeff Terry

Date: 1-28-16

Vendor: Verizon

Jeff Terry

TOTAL 66

Lumos

RFP #2016-211 WAN & Internet Services for RCPS

	SELECTION CRITERIA	VALUE	SCORE	COMMENTS
20	OVERALL QUALITY OF PROPOSAL		19	
25	ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS		12	PROPOSAL INCLUDES INTERNET CONNECTION ONLY NO WAN OFFERINGS
25	OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS		13	
5	REFERENCES		5	
25	COST		13	

Name: Jeffrey A Tray Date: 1-28-16 Vendor: Lumos

Jeffrey A Tray

TOTAL 62

COGENT

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL		10	PROPOSAL DIFFICULT TO NAVIGATE
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS		10	ONLY PROVIDED 1 GB INTERNET CONNECTION AND NO WAN OFFERING
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS		10	
REFERENCES		0	DID NOT PROVIDE REFERENCES
COST		10	

Name: Jeff Terry Date: 1-28-16 Vendor: COGENT

[Signature]

TOTAL 40

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	19	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	24	
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	15	
REFERENCES	5	5	
COST	25	24	meets our budget, dark fiber option

Name: Greg Sutphin Date: Jan 25, 16 Vendor: COX

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	15	Broken Bookmarks 'Error! Bookmark not defined'
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	14	No Dark Fiber, only 1 gig internet
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	24	
REFERENCES	5	0	No references provided
COST	25	16	

Name: Greg Sutphin Date: Jan 25, 16 Vendor: Verizon

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	19	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	14	No wan, No Dark Fiber,
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	15	
REFERENCES	5	5	
COST	25	13	10 gig extremely high

Name: Grey Sutphin

Date: Jan 25, 16

Vendor: Lumos

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	12	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	11	No wan, No Dark fiber, 1 gig limited internet
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	14	
REFERENCES	5	0	No References provided
COST	25	12	

Name: Greg Sutphin Date: Jan 25, 16 Vendor: Cogent

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	20	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	25	all options offered met requirements
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	23	
REFERENCES	5	5	
COST	25	24	

Name: Michael Lawrence

Date: 1/23/16

Vendor: Cox

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	12	Book mark not defined error's in table of contents
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	21	1gig only internet, no dark fiber
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	15	
REFERENCES	5	0	
COST	25	20	

Name: Michael Lawrence

Date: 1/23/16

Vendor: Verizon

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	20	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	10	internet only
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	15	
REFERENCES	5	5	
COST	25	12	

Name: Michael Lawrence

Date: 1/23/16

Vendor: Lumos

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	12	No binder, hard to navigate
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	10	only internet, no wan
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	11	
REFERENCES	5	0	No references provided
COST	25	10	

Name: Michael Lawrence

Date: 1/23/16

Vendor: Logent

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	20	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	23	matched everything that was requested.
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	20	
REFERENCES	5	5	
COST	25	24	

Name: Ryan McCormack

Date: 1/22/16

Vendor: Cox

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	13	Table of content errors, some difficulty navigating
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	20	Did not bid 10G internet or dark
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	19	
REFERENCES	5	0	
COST	25	21	

Name: Ryan McCormack Date: 1/24/16 Vendor: Verizon

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	20	
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	10	only bid on internet
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	18	
REFERENCES	5	5	
COST	25	15	

Name: Ryan McCormack Date: 1/27/16 Vendor: Lumos

RFP #2016-211 WAN & Internet Services for RCPS

SELECTION CRITERIA	VALUE	SCORE	COMMENTS
OVERALL QUALITY OF PROPOSAL	20	10	No binder, hard to navigate
ABILITY TO COMPLY WITH TECHNICAL SPECIFICATIONS	25	10	Only bid on internet
OVERALL QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND ANY SUBCONTRACTORS	25	15	
REFERENCES	5	0	Did not provide references
COST	25	12	

Name: Ryan McCormack

Date: 1/28/16

Vendor: Cogent

Exhibit 6
Bid from Verizon

PRICEFORM
RFP #2106-211WAN AND INTERNET SERVICES FOR RCPS

1. WAN Pricing (Lit Fiber)

VENDOR CERTIFIES THAT BY SUBMISSION OF THIS PROPOSAL, VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.

WAN fiber line charge (3 year term) per line/per month

1. 1 GB WAN (per location/per month) _____ \$1800.00 _____

2. Greater than 1 GB WAN (per location/per month) _____ NIA _____

3. 10 GB WAN (per location/per month) _____ \$5500.00 _____

One-time installation Charges (if any)

_____ \$1300 for any circuits
 installed from month 17-36

2 Dark Fiber Pricing

Dark fiber line charge (3 year term) per line/per month

High Schools	Address	Cost (per month)	One time installation
Burton Center for Arts & Technology Cave Spring	1760 Blvd., Salem 24153		
Glenvar	3712 Chaparral Drive, Roanoke 24018		
Hidden Valley	4549 Malus Drive, Salem 24153		
Northside	5000 Titan Trail Dr, Roanoke 24018		
William Byrd	6758 Northside High Sch. Rd, Roanoke 24019		
	2902 Washington Ave., Vinton 24179		
Middle Schools	Address	Cost (per month)	One time installation
Cave Spring	4880 Brambleton Ave., Roanoke 24018		
Hidden Valley	4902 Hidden Valley Sch Rd. Roanoke 24018		
Elementary Sch Back Creek	7130 Bent Mountain Road, Roanoke 24018		
Bonsack	5437 Crumpacker Dr, Roanoke 24019		
Burlington	6533 Peters Creek Road, Roanoke 24019		
Cave Spring	5404 Springlawn Ave. , Roanoke 24018		

PRICE FORM
RFP #2106-211 WAN AND INTERNET SERVICES FOR RCPS

Clearbrook	5205 Franklin Road, , Roanoke 24014		
Fort Lewis	3115 West Main St., Salem 24153		
Green Valley	3838 Overdale Road, , Roanoke 24018		
Herman L. Horn	1002 Ruddell Road, Vinton 24179		
Masons Cove	3370 Bradshaw Road, Salem 24153		
Mount Pleasant	3216 Mount Pleasant Blvd., Roanoke 24014		
Mountain View	5901 Plantation Cr., Roanoke 24019		
Oak Grove	5005 Grandin Road Ext., Roanoke 24018		
Penn Forest	6328 Merriman Road, , Roanoke 24018		
W.E.Cundiff	1200 Hardy Road, Vinton 24179		
Other	Address	Cost (per month)	One Time Installation
RCPS Administration	5937 Cove Rd., Roanoke 24019		
RCPS Transportation	701 South Market St., Salem 24153		

Total Monthly Dark Fiber Charges anticipated 10 GB (all locations)

_____ N A. _____

#3 Internet Pricing w/ MWAN

Total Internet Service charges monthly (1 GB or greater)

\$6148.00
 \$350.00 _____

NRC for Monitor and Notify

_____ N A _____

Total Internet Service charges (10 GB)

_____ included _____

Internet Service charges (Class "C" IP address block)

#4 Internet Pricing w/ DDOS & MWAN

Total Internet Service charges monthly (1 GB or greater)

\$10,525.90
 \$1850.00 _____

NRC for Dos Defense

_____ N A _____

Total Internet Service charges (10 GB)

Exhibit 7
Bid from Cox

#2 Dark Fiber Pricing

Dark fiber line charge (**3 year term**) per line/per month per month per fiber pair back to RCPS Admin

*Installation waived for initial turn up of 24-site dark fiber solution.

High Schools Address	Address	Cost (per month)	One Time Installation
Burton Center for Arts & Technology	1760 Blvd., Salem 24153	\$ 759.66	Waived
Cave Spring	3712 Chaparral Drive, Roanoke 24018	\$2,536.94	Waived
Glenvar	4549 Malus Drive, Salem 24153	\$2,877.45	Waived
Hidden Valley	5000 Titan Trail Dr, Roanoke 24018	\$2,669.09	Waived
Northside	6758 Northside High Sch. Rd, Roanoke 24019	\$ 640.63	Waived
William Byrd	2902 Washington Ave., Vinton 24179	\$2,753.04	Waived
Middle Schools Address	Schools Address	Cost (per month)	One Time Installation
Cave Spring	4880 Brambleton Ave., Roanoke 24018	\$2,682.48	Waived
Hidden Valley	4902 Hidden Valley Sch Rd, ,Roanoke 24018	\$3,073.72	Waived
Elementary Sch. Address	School Address	Cost (per month)	One Time Installation
Back Creek	7130 Bent Mountain Road, Roanoke 24018	\$3,332.69	Waived
Bonsack	5437 Crumpacker Dr, Roanoke 24019	\$3,338.60	Waived
Burlington	6533 Peters Creek Road, Roanoke 24019	\$1,541.14	Waived
Cave Spring	5404 Springlawn Ave. , Roanoke 24018	\$2,641.57	Waived
Clearbrook	5205 Franklin Road, , Roanoke 24014	\$2,920.27	Waived
Fort Lewis	3115 West Main St., Salem 24153	\$2,753.49	Waived
Green Valley	3838 Overdale Road, , Roanoke 24018	\$2,638.07	Waived
Herman L. Horn	1002 Ruddell Road, Vinton 24179	\$2,309.13	Waived
Masons Cove	3370 Bradshaw Road, Salem 24153	\$2,574.17	Waived
Mount Pleasant	3216 Mount Pleasant Blvd.,	\$2,126.04	Waived

Cox Response to Roanoke County Public School

	Roanoke 24014		
Mountain View	5901 Plantation Cr., Roanoke 24019	\$2,078.36	Waived
Oak Grove	5005 Grandin Road Ext., Roanoke 24018	\$2,953.28	Waived
Penn Forest	6328 Merriman Road, , Roanoke 24018	\$2,611.80	Waived
W.E.Cundiff	1200 Hardy Road, Vinton 24179	\$2,361.94	Waived
Other Address	Other Address	Cost (per month)	One Time Installation
RCPS Administration	5937 Cove Rd., Roanoke 24019	\$ 0.00	Waived
RCPS Transportation	701 South Market St., Salem 24153	\$2,505.87	Waived

3 YEAR proposed

Total Monthly Dark Fiber Charges anticipated 10 GB (all locations) \$56,679.45

3 Internet Pricing (3 Year pricing)Total Internet Service charges (1 GB or greater) [See Table Below](#)Total Internet Service charges (10 GB) [See Table Below](#)Internet Service charges (Class "C" IP address block) [\\$100.00](#)

Tier (in Gbps)	Monthly Recurring Charge 3 year pricing
1	\$ 4,500
2	\$ 7,280
3	\$ 10,520
4	\$ 13,865
5	\$ 15,190
6	\$ 16,510
7	\$ 17,505
8	\$ 18,365
9	\$ 19,090
10	\$ 19,820

#3 Internet Pricing (5 Year pricing)Total Internet Service charges (1 GB or greater) [See Table Below](#)Total Internet Service charges (10 GB) [See Table Below](#)Internet Service charges (Class "C" IP address block) [Waived](#)*Included with purchase of COI Service Tier \geq 1 Gbps

Tier (in Gbps)	Monthly Recurring Charge 5 year pricing
1	\$4,095
2	\$6,625
3	\$9,573
4	\$12,617
5	\$13,823
6	\$15,024
7	\$15,930
8	\$16,712
9	\$17,372
10	\$18,036

Exhibit 8

**Contractual Agreement #2016-211 WAN & Internet
Services for Roanoke County Public Schools**

CONTRACTUAL AGREEMENT #2016-211
WAN & Internet Services
for
Roanoke County Public Schools

ARTICLES OF AGREEMENT made this tenth (10th) day of February, 2016, by and between Cox Virginia Telecom, L.L.C., 5400 Fallowater Lane, Roanoke VA 24018, party to the first part, and Roanoke County, party of the second part, also referred to as the OWNER.

WHEREAS, the party of the first part has made a proposal in writing to the OWNER, to provide WAN & Internet Services, as specified in RFP #2016-211, hereby mentioned and identified herein for the OWNER, as the WORK, for the price, on the terms and within the time set forth herein, all pursuant to the Request for Proposals, the specifications, and the vendor's response, as if each of the documents were attached hereto, and are thereby made a part of this Contract. The OWNER has accepted the proposal of the said party of the first part, according to law.

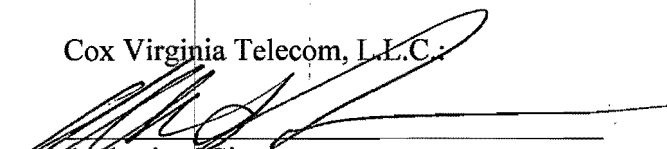
NOW, THEREFORE, the said party of the first part, for and in consideration of the payment as set forth in Exhibit A, for itself, its heirs, executors, administrator, successors and assigns, as the case may be, hereby covenants and agrees to and with the OWNER to perform the said WORK for the said price, upon the said terms, within the said time, and according to the said specifications, the WORK being more specifically identified as follows:

Provide WAN and internet services as specified and at the costs stated in Exhibits A, B, & C.

The Contract will be in effect beginning on July 1, 2016, and run through June 30, 2021. It is understood that if the party of the first part does not perform the WORK as specified, then the Contract may be canceled by the OWNER.

Special Provisions: See Exhibit A — Proposal Submitted by Cox Virginia Telecom, LLC
 See Exhibit B — Final Negotiations
 See Exhibit C — Best & Final Pricing provided by Cox

Cox Virginia Telecom, L.L.C.:


Authorized Signature

Roanoke County:


Authorized Signature



Response to Roanoke County Public Schools

RFP #2016-211

1/21/2016

Cox Business (Cox Virginia Telcom, L.L.C.) is responding to Roanoke County Public Schools

Russell Decker
Senior Account Executive
(540) 777-7383
Russell.Decker@cox.com



**Commercial Services Agreement**

02/10/2016

Customer Account Rep:	Russell Decker	Cox System Address:
Phone Number:	(540) 777-7383	5400 Fallowater Lane, Roanoke, VA, 24018
Fax Number:	877-873-1134	

Customer Information**Authorized Customer Representative Information**

Legal Name:	Roanoke County Public Schools	Name:	Kate Russell
		Phone Number:	
Legal Address:	5937 Cove Rd, Roanoke, VA 24019	Fax Number:	
		E-mail:	

Contract Summary

Offering	Term (Months)	Quantity	MRC	NRC
Customer Location: Roanoke County Public Schools, 5937 COVE RD, ROANOKE, VA 24019		Phone: COX Account ID: 239-52502-01		
Cox Optical Internet	60	1	\$17,995.00	\$100.00
Cox Optical Internet 10Gb	60	1	\$17,995.00	\$0.00
IP Address Block - /24 (256 IPs)	60	1	\$0.00	\$0.00
Account Changes	N/A	1	\$0.00	\$100.00
Total for Roanoke County Public Schools:			\$17,995.00	\$100.00
Contract Totals before Discount:			\$17,995.00	\$100.00
Contract Totals:			\$17,995.00	\$100.00
Note: Prices do not include taxes, fees, and surcharges which are additional and subject to change				

If you are purchasing Dedicated Service Facilities.	
For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	
Do the Customer Locations where Cox will provide Service exceed 7,000 square feet?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the Customer Location where Cox will provide Service is located in Virginia, Cox may not be able to install Customer's Service until Customer provides Cox with information about the square footage of such location. If such location exceeds 7,000 square feet, for certain Services, Customer must provide Cox with detailed information regarding such location.	
Special Conditions	
Refer to RFP#2016-211. See Exhibit A — Proposal Submitted by Cox Virginia Telecom, LLC See Exhibit B — Final Negotiations See Exhibit C — Best & Final Pricing provided by Cox	
Promotion Details	

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. **To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.**

Authorized Customer Representative on behalf of Roanoke County Public Schools

CoxCom, LLC dba Cox Business; Cox Virginia Telecom, LLC dba Cox Business

Signature: Kate Russell
By: Kate Russell
Title: Buyer, County of Roanoke
Date: 2/17/2016

Signature: [Signature]
By: Mark F. Bowser
Title: EUP & CFO
Date: 2/12/2016



Commercial Services Agreement

02/10/2016

Customer Account Rep:	Russell Decker	Cox System Address:	5400 Fallowater Lane, Roanoke, VA, 24018
Phone Number:	(540) 777-7383		
Fax Number:	877-873-1134		

Customer Information		Authorized Customer Representative Information	
Legal Name:	Roanoke County Public Schools	Name:	Kate Russell
		Phone Number:	
Legal Address:	5937 Cove Rd, Roanoke, VA 24019	Fax Number:	
		E-mail:	

Contract Summary

Offering	Term (Months)	Quantity	MRC	NRC
Customer Location: RCS-Bonsack Elem, 5437 CRUMPACKER DR, ROANOKE, VA 24019 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,861.66	\$0.00
Cox Dark Fiber Lease	60	2	\$2,861.66	\$0.00
Total for RCS-Bonsack Elem:			\$2,861.66	\$0.00
Customer Location: RCS-Fort Lewis Elem (T2), 3115 W MAIN ST, SALEM, VA 24153-2049 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,360.14	\$0.00
Cox Dark Fiber Lease	60	2	\$2,360.14	\$0.00
Total for RCS-Fort Lewis Elem (T2):			\$2,360.14	\$0.00
Customer Location: RCS-Burlington Elem, 6533 PETERS CREEK RD, ROANOKE, VA 24019 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$1,320.98	\$0.00
Cox Dark Fiber Lease	60	2	\$1,320.98	\$0.00
Total for RCS-Burlington Elem:			\$1,320.98	\$0.00
Customer Location: RCS_Herman L. Horn Elem, 1002 RUDELL RD, VINTON, VA 24179 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$1,979.24	\$0.00
Cox Dark Fiber Lease	60	2	\$1,979.24	\$0.00
Total for RCS_Herman L. Horn Elem:			\$1,979.24	\$0.00
Customer Location: RCS-WE Cundiff Elem, 1200 HARDY RD, VINTON, VA 24179 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,024.52	\$0.00
Cox Dark Fiber Lease	60	2	\$2,024.52	\$0.00
Total for RCS-WE Cundiff Elem:			\$2,024.52	\$0.00
Customer Location: RCS- Mt. Pleasant Elem, 3216 MOUNT PLEASANT BLVD, ROANOKE, VA 24014 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$1,822.32	\$0.00
Cox Dark Fiber Lease	60	2	\$1,822.32	\$0.00
Total for RCS- Mt. Pleasant Elem:			\$1,822.32	\$0.00
Customer Location: RCS-William Byrd High, 2902 E WASHINGTON AVE, VINTON, VA 24179 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,359.74	\$0.00
Cox Dark Fiber Lease	60	2	\$2,359.74	\$0.00
Total for RCS-William Byrd High:			\$2,359.74	\$0.00
Customer Location: RCS-Cave Spring High, 3712 CHAPARRAL DR, ROANOKE, VA 24018 Phone: COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,174.52	\$0.00
Cox Dark Fiber Lease	60	2	\$2,174.52	\$0.00
Total for RCS-Cave Spring High:			\$2,174.52	\$0.00
Customer Location: RCS-Masons Cove Elem, 3370 BRADSHAW RD, SALEM, VA 24153-8710 Phone:				

Contract Summary

Offering	Term (Months)	Quantity	MRC	NRC
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,206.42	\$0.00
Cox Dark Fiber Lease	60	2	\$2,206.42	\$0.00
Total for RCS-Masons Cove Elem:			\$2,206.42	\$0.00
Customer Location: RCS-Hidden Valley Middle, 4902 HIDDEN VALLEY SCHOOL RD, ROANOKE, VA 24018				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,634.60	\$0.00
Cox Dark Fiber Lease	60	2	\$2,634.60	\$0.00
Total for RCS-Hidden Valley Middle:			\$2,634.60	\$0.00
Customer Location: RCS-Back Creek Elem, 7130 BENT MOUNTAIN RD, ROANOKE, VA 24018				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,856.68	\$0.00
Cox Dark Fiber Lease	60	2	\$2,856.68	\$0.00
Total for RCS-Back Creek Elem:			\$2,856.68	\$0.00
Customer Location: RCS-Northside High, 6758 NORTHSIDE-HIGH SCHOOL RD, ROANOKE, VA 24019				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$549.10	\$0.00
Cox Dark Fiber Lease	60	2	\$549.10	\$0.00
Total for RCS-Northside High:			\$549.10	\$0.00
Customer Location: RCS-Glenvar high, 4549 Malus DR, SALEM, VA 24153-7921				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,466.38	\$0.00
Cox Dark Fiber Lease	60	2	\$2,466.38	\$0.00
Total for RCS-Glenvar high:			\$2,466.38	\$0.00
Customer Location: RCS-Tranportation Dept, 701 S Market ST, SALEM, VA 24153-5108				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,147.88	\$0.00
Cox Dark Fiber Lease	60	2	\$2,147.88	\$0.00
Total for RCS-Tranportation Dept:			\$2,147.88	\$0.00
Customer Location: RCS- Clearbrook Elem, 5205 FRANKLIN RD SW, ROANOKE, VA 24014				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,503.08	\$0.00
Cox Dark Fiber Lease	60	2	\$2,503.08	\$0.00
Total for RCS- Clearbrook Elem:			\$2,503.08	\$0.00
Customer Location: RCS- Oak Grove Elem, 5005 GRANDIN ROAD EXT, ROANOKE, VA 24018				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,531.38	\$0.00
Cox Dark Fiber Lease	60	2	\$2,531.38	\$0.00
Total for RCS- Oak Grove Elem:			\$2,531.38	\$0.00
Customer Location: RCS-Penn Forest Elem, 6328 MERRIMAN RD, ROANOKE, VA 24018				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,238.68	\$0.00
Cox Dark Fiber Lease	60	2	\$2,238.68	\$0.00
Total for RCS-Penn Forest Elem:			\$2,238.68	\$0.00
Customer Location: RCS-Green Valley Elem, 3838 OVERDALE RD, ROANOKE, VA 24018				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$2,261.20	\$0.00
Cox Dark Fiber Lease	60	2	\$2,261.20	\$0.00
Total for RCS-Green Valley Elem:			\$2,261.20	\$0.00
Customer Location: RCS-Mountain View Elem, 5901 PLANTATION CIR, ROANOKE, VA 24019				
Phone:				
COX Account ID:				
Cox Dark Fiber Lease Point	60	2	\$1,781.44	\$0.00
Cox Dark Fiber Lease	60	2	\$1,781.44	\$0.00
Total for RCS-Mountain View Elem:			\$1,781.44	\$0.00

Contract Summary

Offering	Term (Months)	Quantity	MRC	NRC
Customer Location: RCS- Burton CA&T, 1760 ROANOKE BLVD, SALEM, VA 24153				
				Phone:
				COX Account ID:
Cox Dark Fiber Lease Point	60	2	\$651.14	\$0.00
Cox Dark Fiber Lease	60	2	\$651.14	\$0.00
Total for RCS- Burton CA&T:			\$651.14	\$0.00
Customer Location: RCS-Hidden Valley High, 5000 TITAN TRL, ROANOKE, VA 24018				
				Phone:
				COX Account ID:
Cox Dark Fiber Lease Point	60	2	\$2,287.80	\$0.00
Cox Dark Fiber Lease	60	2	\$2,287.80	\$0.00
Total for RCS-Hidden Valley High:			\$2,287.80	\$0.00
Customer Location: Roanoke County Public Schools, 5937 COVE RD, ROANOKE, VA 24019				
				Phone:
				COX Account ID: 239-52502-01
Cox Dark Fiber Lease Point	60	2	\$0.00	\$0.00
Cox Dark Fiber Lease	60	2	\$0.00	\$0.00
Total for Roanoke County Public Schools:			\$0.00	\$0.00
Customer Location: RCS-Cave Spring Middle, 4880 BRAMBLETON AVE, ROANOKE, VA 24018				
				Phone:
				COX Account ID:
Cox Dark Fiber Lease Point	60	2	\$2,299.26	\$0.00
Cox Dark Fiber Lease	60	2	\$2,299.26	\$0.00
Total for RCS-Cave Spring Middle:			\$2,299.26	\$0.00
Contract Totals before Discount:			\$46,318.16	\$0.00
Contract Totals:			\$46,318.16	\$0.00
Note: Prices do not include taxes, fees, and surcharges which are additional and subject to change				

If you are purchasing Dedicated Service Facilities.	
For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	
Do the Customer Locations where Cox will provide Service exceed 7,000 square feet?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the Customer Location where Cox will provide Service is located in Virginia, Cox may not be able to install Customer's Service until Customer provides Cox with information about the square footage of such location. If such location exceeds 7,000 square feet, for certain Services, Customer must provide Cox with detailed information regarding such location.	
Special Conditions	
Refer to RFP#2016-211. See Exhibit A — Proposal Submitted by Cox Virginia Telecom, LLC See Exhibit B — Final Negotiations See Exhibit C — Best & Final Pricing provided by Cox	
Promotion Details	

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. **To review Cox's Internet Service Disclosures, please visit www.cox.com/Internetdisclosures.**

Authorized Customer Representative on behalf of Roanoke County Public Schools

Signature: Kate Russell
By: Kate Russell
Title: Buyer, County of Roanoke
Date: 2/17/2016

CoxCom, LLC dba Cox Business; Cox Virginia Telecom, LLC dba Cox Business

Signature: [Signature]
By: Mark F. Bowser
Title: EUP & CFO
Date: 2/12/2016